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transfer agent and not to the clerk who assisted him and who merely had access to the certificates. See *Schumacher v. Greene Cananea Copper Co.* (1912) 117 Minn. 124, 134 N. W. 510. The fact that the name of the registrar on the face of the certificate was forged is another reason for the result. The certificate was not genuine and the corporation could not be liable even if negligent. *Dollar Savings Fund & Trust Co. v. Pittsburgh Plate Glass Co.* (1906) 213 Pa. 307, 62 Atl. 916.

COVENANTS—COVENANTS RUNNING WITH THE LAND—PRIVILEGE TO TERMINATE A LEASE.—The defendant was the lessee of certain premises under a fifteen-year lease commencing May 1, 1913. The lessor had reserved the privilege and power of terminating the lease at any time subsequent to May 1, 1920, provided the land should be sold in good faith and $5,000 paid to the tenant. No reference was made to heirs or assigns. The lessor was seventy-three years of age when the lease was executed. The plaintiff, an assignee of an assignee of the lessor, sued to eject the defendant under this provision of the lease. *Held,* that the plaintiff should have judgment. 507 *Madison Ave. Realty Co. v. Martin* (1922, App. Div.) 192 N. Y. Supp. 762.

A covenant is said to run with the land when it is of such a kind that the duty to perform it or the right to enforce it will pass to an assignee of an interest in the land by mere force of the conveyance and without express assignment of the covenant. *Gerling v. Lain* (1915) 269 Ill. 337, 109 N. E. 972; *Miller v. Clary* (1913) 210 N. Y. 127, 103 N. E. 1114. But a covenant can run only if the parties so intend, and if it is of such a nature that the law will permit it to run. 1 Tiffany, *Real Property* (1920 ed.) 179. If it appears from the lease that the parties intend the covenant to run, assigns need not be mentioned, at least when the covenant concerns something *in esse*. *Hadley v. Bernero* (1902) 97 Mo. App. 314, 71 S. W. 451; 15 C. J. 1244. The leading case held that covenants run with leasehold estates only when they touch and concern the land. *Spencer's Case* (1583, K. B.) 5 Co. Rep. 16a. In order to touch and concern the land a covenant must affect the mode of enjoying the thing demised, its nature, quality, or value, independent of collateral circumstances. *Congleton v. Pattison* (1808, K. B.) 10 East, 130; *Ventnor Investment & Realty Co. v. Record Development Co.* (1911) 79 N. J. Eq. 103, 80 Atl. 952. Or it must be beneficial to the owner of the estate in his capacity as owner. *Vernon v. Smith* (1821, K. B.) 5 Barn. & Ald. 1; *Dyson v. Forster* [1909, H. L.] A. C. 98. Collateral covenants are those which are beneficial to the lessor or the lessee irrespective of his relation to the premsies, and do not pass to assignees. *Vyvyan v. Arthur* (1823, K. B.) 1 Barn & Cress. 410; *California Packing Corp. v. Grove* (1921, Calif.) 196 Pac. 891. Usually a covenant will not comply with one requirement unless it complies with the other also, and if it successfully does this, it is reasonably safe to assume that it touches and concerns the land. Abbot, *Covenants in a Lease which Run with the Land* (1921) 31 YALE LAW JOURNAL, 127, 135. Covenants have been further classified according to the legal relations created between the parties. Under this classification, those which beneficially affect the reversionary interest of the lessor by making more valuable or increasing his powers as reversioner touch and concern the land. *Mason v. Smith* (1881) 131 Mass. 510 (covenant to pay taxes on the demised premises); *Standard Oil Co. v. Slye* (1913) 164 Calif. 435, 129 Pac. 589 (covenant giving lessee power to renew the lease); see also Abbot, *Leases and the Rule Against Perpetuities* (1918) 27 YALE LAW JOURNAL, 878, 885; cf. *Hollander v. Central Metal & Supply Co.* (1908) 109 Md. 131, 71 Atl. 442; and *contra, Woodall v. Clifton* [1905, C. A.] 2 Ch. 257 (covenant to purchase the reversion); *Purvis v. Sherman* (1916) 273 Ill. 286, 112 N. E. 679 (covenant to purchase improvements); *Garelik v. Rennard* (1921, Sup. Ct.) 116 Misc.

352, 190 N. Y. Supp. 371 (covenant giving the tenant a privilege of pre-emption). See in general Bigelow, *The Content of Covenants in Leases* (1914) 12 MICH. L. REV. 639, 645. In the principal case the court easily found from the attending circumstances, including especially the lessor's age, that the parties intended the covenant to run. Furthermore, the covenant seems to have been of the kind that the law will permit to run.

CRIMINAL LAW—MANSLAUGHTER BY MEANS OF WOOD ALCOHOL COGNIZABLE IN JURISDICTION WHERE ORIGINAL PURCHASE OCCURRED.—The defendant purchased wood alcohol in Kings County, New York, with the intention of selling it for beverage purposes. He transported it to New York County where he bottled and sold it to a customer through whom it found its way to Massachusetts, where some of it was purchased and used as a beverage by the deceased. The New York Code defines manslaughter as a homicide committed without a design to effect death by a person committing a misdemeanor. N. Y. Cons. Laws, 1909, ch. 88, sec. 1050. Committing a public nuisance—the unlawful doing of an act which endangers the health or safety of a considerable number of persons—is a misdemeanor. *Ibid.* ch. 88, sec. 1530. The Code provides further that a crime perpetrated partly in one county and partly in another shall be subject to the jurisdiction of either. The defendant, convicted of manslaughter in Kings County, contended on appeal that no part of the crime of manslaughter had been committed in Kings County. *Held,* that the conviction was proper. *People v. Licenziater* (1921, N. Y.) 199 App. Div. 106.

At common law a homicide, the component parts of which take place in different jurisdictions, is cognizable only in the jurisdiction where it is consummated. *State v. Hall* (1894) 114 N. C. 909, 19 S. E. 602; Larremore, *Interstate Crime and Interstate Extradition* (1899) 12 HARV. L. REV. 532. In New York, however, the Code removes this seeming conflict of claim to jurisdiction as between counties. N. Y. Laws, 1881, ch. 442, sec. 134; Code of Crim. Pro. sec. 134. Moreover no difficulty would arise from the fact that the death occurred outside of the state, for under the code crimes partly committed within the State are punishable. N. Y. Cons. Laws, 1909, ch. 88, sec. 1930; see also *People v. Botkin* (1908) 9 Calif. App. 244, 98 Pac. 861. The instant case presents the difficulty of determining where the crime of manslaughter occurred. Obviously the homicide was an offence in Massachusetts and could have been punished there if extradition had been possible. *Hyatt v. Corkran* (1903) 188 U. S. 691, 23 Sup. Ct. 456. New York County, moreover, could have assumed jurisdiction, since the defendant, by his sale of a beverage which he knew to be dangerous, committed an unlawful act that proximately caused death. Cf. *Thiede v. State* (1921, Neb.) 182 N. W. 570. Was there, however, sufficient causal connection between the defendant's act in Kings County and the death in Massachusetts to justify the conclusion that a part of the crime of manslaughter was committed within the jurisdiction of the Kings County court? If the acts of the defendant in Kings County and New York County were parts of one transaction, if the diversion of the poison from an industrial use, harmless to life, to use as a beverage dangerous to life, was one continuing public nuisance under the broad statutory definition the decision is clearly sound. But the defendant was guilty only of a misdemeanor in Kings County if the purchase and transportation were separate and distinct from the sale, that is, if they were conditions precedent to, rather than causes of, the sale. Cf. *People v. Rockwell* (1878) 39 Mich. 503. This, it is submitted, is the logical view, but the question is so fine that the instant case may be supported upon the ground that no sufficiently valid doubt can be raised to justify a denial of jurisdiction to a court that obviously carried out manifest justice.